

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

_____	:	Case No.:
Jeffrey Laliberte	:	
	:	
Plaintiff	:	COMPLAINT
v.	:	
	:	
The Constitution Life Insurance	:	<u>Jury Trial Demanded</u>
Company	:	
Defendant	:	
_____	:	

Plaintiff, Jeffrey Laliberte, for his Complaint against Defendant The Constitution Life Insurance Company (“Constitution Life”) states as follows:

1. Mr. Laliberte is an individual who resides in Rockwood, Maine and who purchased an Accident Benefit Policy through Pennsylvania Life Insurance Company on September 21, 2005.¹

2. The insurance policy (the “Policy”) was sold to Mr. Laliberte, in connection with self-owned and operated business, Jeffrey Laliberte Flooring, where he worked as a flooring mechanic his until his total disability on August 4, 2018.

3. Constitution Life is a foreign company and has its principal location of business in Greenville, South Carolina.

4. Constitution Life acts as the decision maker for purposes of benefit determinations made pursuant to the Policy.

5. Mr. Laliberte brings breach of contract action against Constitution Life for breach of the Policy.

¹ The Pennsylvania Life Insurance Company merged into Nassau Life Insurance Company effective September 30, 2019. Constitution Life operates as a Nassau re company.

Claim for Relief

6. The Plan provides for long-term disability coverage for Mr. Laliberte which resulted from injury.

7. The Policy provides, in relevant part, as follows:

Injury means accidental bodily injury sustained: (1) directly and independently of disease or bodily infirmity, and any other causes; and (2) while this Policy is in force.

Total Disability: Totally disabled mean that you or your Covered Spouse are unable to engage in any employment or occupation for which you or your Covered Spouse, are or become qualified by reason of education, training or experience.

8. Mr. Laliberte stopped working due to an injury suffered when he fell from 4 foot tall staging, landing directly on both knees.

9. Mr. Laliberte became disabled under the Policy on or about August 4, 2018 and has remained continuously disabled since that time.

10. Mr. Laliberte has qualified for the Accident Total Disability benefits under the Policy.

11. Mr. Laliberte submitted a claim for benefits to Constitution Life on August 12, 2019, which was denied.

12. Constitution Life breached the Policy when it denied the claim.

13. By letter dated September 25, 2019, Constitution Life denied benefits as it determined he was not entitled to benefits. Specifically, Constitution Life concluded that medical information reported did not state any functional restrictions resulting from Mr. Laliberte's condition.

14. Mr. Laliberte timely appealed that determination through the undersigned counsel.

15. Constitution Life has failed to respond to the appeal, again breaching its agreement under the Policy.

16. Mr. Laliberte satisfied all conditions precedent under the Policy.

17. As a result of the foregoing, Mr. Laliberte has suffered a loss in the form of unpaid benefits.

18. Mr. Laliberte is entitled to a judgment against Constitution Life in the amount of the unpaid accident total disability benefits under the Policy.

19. Mr. Laliberte is entitled to have his benefits reinstated.

20. Mr. Laliberte is also entitled to prejudgment interest and an award of attorney's fees in an amount to be proven at trial.

21. Jeffrey Laliberte requests a jury in this matter.

WHEREFORE, Plaintiff, Jeffrey Laliberte, requests the Court grant her the following relief from Defendant Constitution Life Insurance Company:

- a. A judgment in the amount of all benefits due under the Policy plus prejudgment interest;
- b. His costs and attorney's fees; and
- c. All other relief the Court may deem proper.

Date: January 29, 2021

/s/ Andrew S. Davis
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